

Exhibit A

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Charmaine Chua, Et Al.

Plaintiffs,

vs.

City of Los Angeles, et al.,

Defendants.

Case No: 2:16-cv-00237-JAK-GJS(x)
[Hon. John A. Kronstadt]

SETTLEMENT AGREEMENT

TABLE OF CONTENTS

I.	<u>RECITALS</u>	3
II.	<u>DEFINITIONS</u>	4
III.	<u>DISCLAIMER OF LIABILITY; NO ADMISSION OR WAIVER</u>	7
IV.	<u>TERMS OF SETTLEMENT AGREEMENT FOR DAMAGES</u>	7
V.	<u>EFFECT OF SETTLEMENT AGREEMENT FOR DAMAGES</u>	10
VI.	<u>CLASS COUNSEL FEES</u>	13
VII.	<u>CLASS NOTIFICATION AND CLAIMS ADMINISTRATION</u>	14
VIII.	<u>EXCLUSION FROM SETTLEMENT CLASS: OPT-OUTS</u>	15
IX.	<u>INTEGRATION</u>	16
X.	<u>FAIRNESS HEARING AND FINAL ORDER OF APPROVAL</u>	17
XI.	<u>CAFA NOTICE OF SETTLEMENT</u>	17
XIV.	<u>EXECUTION IN COUNTERPARTS; FACSIMILE SIGNATURES</u>	17

1
2 Plaintiffs Charmaine Chua, Torie Rivera and Lydia Hicks (“Class
3 Representative Plaintiffs” or “Named Plaintiffs”), individually and on behalf of the
4 Sixth and Hope class previously certified by the Court, and Kyle Todd (included in
5 reference to “Named Plaintiffs” but acting only on his own behalf), on the one
6 hand; and Defendants City of Los Angeles (the “City”), Los Angeles Police Chief
7 Charlie Beck, Commander Andrew Smith, Capt. Jeff Bert, whether named in their
8 individual or official capacities or both (all defendants collectively referred to as
9 “Defendants”), on the other hand, by and through their respective counsel, hereby
10 submit the following settlement agreement (“Settlement Agreement”).

11 **I. RECITALS**

12 The Class Representative Plaintiffs filed the above-captioned action in the
13 United States District Court for the Central District of California (“Court”) on
14 January 12, 2016.

15 The Class Representative Plaintiffs asserted they represented, and the Court
16 ultimately certified, a class of persons who alleged violations of their First, Fourth
17 and Fifth/Fourteenth Amendment due process rights, as well as other constitutional
18 rights under California state law, as a result of actions by Defendants surrounding
19 the arrest, detention and release of Plaintiffs on November 26, 2014, in or around
20 the vicinity of Sixth and Hope Street in Los Angeles, declaring an unlawful
21 assembly, making unlawful arrests and unlawfully denying Plaintiffs release from
22 custody on their own recognizance (“OR”).

23 Kyle Todd made claims regarding his unlawful detention and arrest at or near
24 the intersection of Beverly and Alvarado Streets on November 28, 2014. (Mr. Todd
25 sought to act as a class representative for others similarly situated during that
26 detention, but the Court denied the motion.

27 Over the objections and opposition of the Defendants, the Court certified a
28 Sixth and Hope damages class for liability and statutory damages, defined as
approximately 130 persons who were detained and arrested at 6th and Hope Streets

1 on November 26, 2014, denied release on their own recognizance but never
2 prosecuted.

3 Subsequently, the parties engaged in extensive settlement negotiations over
4 several sessions with United States District Court Magistrate Judge Jay Gandhi,
5 which negotiations were unsuccessful. (There were several sessions with Judge
6 Gandhi while he was a magistrate judge and one session while he was a private
7 mediator, for which the parties paid him). Subsequently, after expert reports were
8 filed, the parties engaged in direct negotiations in one final attempt before
9 preparing for trial to settle the case. This settlement, which the parties have reached
10 through arms-length negotiations, is the result of those negotiations. The Plaintiffs
11 and Defendants now agree that they wish to avoid the cost, time and risks involved
12 in further litigation of these cases and to bring an end to the litigation.

13 Therefore, the parties agree as follows:

14 **II. DEFINITIONS**

15 1. “Damages Class Member” means all members of the damages class as
16 defined above.

17 2. “Class Counsel” means the three firms certified as class counsel in the
18 Court’s August 26, 2013, class certification order (modified, where applicable, to
19 reflect the current firm names): Kaye, McLane, Bednarski and Litt, LLP; Law
20 Office of Carol A. Sobel; and Schonbrun Seplow Harris & Hoffman, LLP.

21 3. “Matters Alleged in the Lawsuit” refers to the claims for relief and
22 allegations in the Complaint.

23 4. “Released Persons” means the Defendants and their affiliates,
24 subsidiaries, predecessors, successors, and/or assigns, together with past, present
25 and future officials, employees, representatives, attorneys, and/or agents.

26 5. “LAPD” refers to the Los Angeles Police Department.

27 6. “Class Notice” means the notice in a form substantially similar to that
28 attached hereto as Exhibit B.

7. “Effective Date” means the date upon which the anticipated Order of

1 Final Approval of Settlement (“Consent Judgment”) entered by the Court approving
2 the Settlement Agreement becomes final. If a class member objects to the
3 settlement, the Consent Judgment will be deemed final upon expiration of the time
4 to appeal or, if one or more Notices of Appeal are filed in the Ninth Circuit Court of
5 Appeals, upon exhaustion of all such appeals and any petitions for writs of
6 certiorari. If no class member objects to the settlement, the Consent Judgment will
7 be deemed final upon its entry.

8 8. An “Opt-Out” is any Damages Class Member who files a timely
9 request for exclusion, pursuant to the terms of this Settlement Agreement, to be
10 excluded from the Settlement Class. (If used as a verb, it refers to the process of
11 filing such exclusion.)

12 9. “Proof of Claim Form” means the Proof of Claim and Release Form
13 that Class Members must use to make a claim for payment from the Class Fund. A
14 copy of the proposed Proof of Claim Form is attached as Exhibit C.

15 10. “Incentive Awards” refers to proposed incentive awards to the three
16 class representative plaintiffs of \$5000.

17 11. The “Class Fund” is the monetary fund set aside for Class Members
18 who file timely class claims. This fund is separate from the amount of the
19 settlement for attorney’s fees and costs. The Class Fund includes the following
20 costs: expert costs (totaling \$20,210), mediation costs (totaling \$5500) and costs of
21 class administration (flat rate of \$20,000); proposed incentive awards totaling
22 \$15,000 (totaling \$60,710). (The remaining costs are included in the attorney’s fee
23 award. See ¶ 12.) After the foregoing costs and incentive awards totaling \$60,710,
24 the parties have agreed that \$200,000 will be distributed to the approximately 130
25 members class (or whatever number file timely and approved claims) from the
26 Class Fund.¹ The amount of the Class Fund inclusive of the foregoing expert,
27 mediation, class administration costs and incentive awards is \$260,710.

28 ¹ Kyle Todd is an individual plaintiff only and is not part of the 6th and Hope class. He will receive \$5000 as part of the overall settlement.

1 12. “Attorney’s Fees and Costs” are the attorney’s fees and costs the
2 Plaintiffs intend to request that the Court award Class Counsel pursuant to the
3 statutory attorney’s fee provisions of 42 U.S.C. § 1988 and Civil Code § 52.1(h).
4 The parties have agreed to a figure of \$484,290 (inclusive of litigation costs other
5 than the expert, mediation and class administration costs referred to in the
6 preceding paragraph). Defendants agree that Plaintiffs satisfy the prevailing party
7 element for a motion pursuant to this settlement and further agree that the \$484,290
8 figure is substantially discounted below the amounts that Plaintiffs would have
9 sought in an attorney’s fee motion as the prevailing parties in a contested motion.

10 13. The “Claim Cut-off Date”, which is _____, is the date by which any
11 Class Member who wishes to receive payment from the Class Fund must file
12 his/her Proof of Claim Form (attached as the last page of Exhibit B).

13 14. The “Bar Date”, which is _____, is the date by which any class
14 member must file objections, if any, to this Settlement Agreement, or any class
15 member must request exclusion from the settlement. A Class Member requests
16 exclusion from the settlement by sending a request to the Administrator consistent
17 with the terms of Section VII, *infra*.

18 15. The “Named Plaintiffs” or “Class Representatives” refers to the
19 persons listed in the introductory paragraph to this settlement agreement, as defined
20 in that paragraph (i.e., Charmaine Chua, Torie Rivera and Lydia Hicks are “Class
21 Representative Plaintiffs”; they and Kyle Todd are included in the term “Named
22 Plaintiffs”).

23 16. “Preliminary Approval” is the Court's determination that the
24 Settlement is within the range of possible approval and therefore that a notice
25 should be sent to the Class and a hearing should be held with respect to fairness.

26 17. The “Preliminary Approval Order” is an order entered by the court
27 preliminarily approving the settlement, after which Class Notice, the opportunity to
28 object and opt out, and a Final Approval hearing are to occur.

 18. A “Settlement Class Member” (“SCM”) means any member of the

1 Damages Class as defined above (whether or not s/he files a Timely Claim form),
2 including representatives, successors and assigns, who does not file a valid and
3 timely Request for Exclusion as provided for in this Settlement Agreement.

4 19. A “Timely Claim” is one filed a) within the claim cut-off date set by
5 the court, and b) to the extent the Court approves, late claims (i.e., claims filed after
6 the Class Notice period) that are filed prior to the Final Approval Hearing.

7 **III. DISCLAIMER OF LIABILITY; NO ADMISSION OR WAIVER**

8 20. This Settlement Agreement is for settlement purposes only. Nothing in
9 the Settlement Agreement, its exhibits or other documents incorporated herein shall
10 be construed as, or deemed to be evidence or a waiver of any defense or legal
11 position otherwise available to any of the Defendants or any other persons. Neither
12 the fact of settlement nor any provision contained in this Settlement Agreement, its
13 exhibits or other documents incorporated herein, nor any party’s or other person’s
14 performance hereunder, shall constitute or be admissible anywhere as (a) evidence
15 establishing or otherwise relating to any claim for relief or any fact alleged by any
16 Named Plaintiff, class member or other person, whether in this action or in any
17 other pending or future action or proceeding; or (b) evidence of any wrongdoing,
18 fault, violation of law, or liability of any kind on the part of any Defendant or other
19 Released Person. The Defendants make no admission of any claim, allegation or
20 fact in this case. Rather they deny all allegations of wrongdoing and deny any
21 liability whatever to the Named Plaintiffs and any and all members of any of the
22 classes certified by the Court, or to any other person. This Settlement Agreement
23 does not create, and is not intended to create, any rights belonging to any non-
24 parties, except as otherwise expressly provided herein.

25 **IV. TERMS OF SETTLEMENT AGREEMENT FOR DAMAGES**

26 21. The parties enter into this Settlement Agreement solely for the
27 purposes of this settlement and its implementation. If the Settlement Agreement
28 does not receive final court approval as provided herein, then this Settlement
Agreement shall have no effect whatever, and the parties shall in all respects return

1 to their positions *ex ante*; provided, however, that said return to the parties'
2 positions *ex ante* shall not entitle any party to reimbursement of costs already
3 incurred under this Settlement Agreement, except as otherwise expressly provided
4 herein.

5 22. The total monetary settlement is divided as follows:

6 a. A class fund of \$255,010 to be paid as follows:

- 7 i. expert costs (totaling \$20,210) to be paid to the Client Trust
8 Account of the Law Office of Carol Sobel;
9 ii. mediation costs (totaling \$5500) to be paid to the Client Trust
10 Account of the Law Office of Carol Sobel;
11 iii. incentive awards to the three class representatives of \$5000 each
12 to be paid to the Client Trust Account of the Law Office of
13 Carol Sobel (for a total of \$15,000);
14 iv. class administration costs of a flat fee of \$20,000 to be paid to
15 the Law Office of Carol Sobel, inclusive of all cost of mailing
16 and reporting²; and
17 v. \$200,000 for distribution pro rata to claiming class members to
18 be paid to the Client Trust Account of the Law Office of Carol
19 Sobel.

20 b. \$484,290 (inclusive of litigation costs other than the expert, mediation
21 and class administration costs) as compensation for statutory
22 attorney's fees and costs (subject to the approval of the court), to be
23 paid to the Client Trust Account of the Law Office of Carol Sobel.

24 ² Ms. Sobel has agreed to do this in order to minimize the cost of class
25 administration, as her office has been in contact with many class members, and this
26 amount is considerably less than what would be paid to a professional
27 administrator. In Plaintiffs' counsel's experience, the cost of class administration of
28 a class this size would likely be in the \$30,000 range. Ms. Sobel's office has
performed this service in other cases before the District Court and has assisted in
maximizing class participation in other cases where an outside firm was retained to

1 c. \$5000 to Todd Kyle as compensation for his individual claim paid to
2 the Client Trust Account of the Law Office of Carol Sobel.

3 23. Within thirty (30) calendar days of the Effective Date, the City shall
4 deposit or cause to be deposited the foregoing sums into the Client Trust Account
5 of the Law Office of Carol Sobel. The amounts indicated as compensation to class
6 counsel as fees or costs may be immediately transferred to counsel, as agreed to
7 among them. The amounts indicated as payment to class members shall be held in
8 the Trust Account and paid to class members who file timely claims, as elaborated
9 further on in this agreement.

10 24. In the event that the settlement is approved by the District Court at the
11 Fairness Hearing in a Final Order and Approval of Settlement, but the funds are not
12 to be immediately paid due to objection or appeal (see definition of “Effective Date
13 for Payment”), the City will place the funds in an interest bearing escrow account,
14 and the interest accrued shall be added to the Settlement Fund for the benefit of the
15 Class in the event that the settlement is finally approved. Should the settlement not
16 be finally approved after exhaustion of all appellate avenues, all such funds,
17 including interest earned on them, shall be returned to the Defendants in the
18 respective amounts of their contributions.

19 25. The City represents that, to the best of the knowledge of each, it has
20 provided all data in its possession regarding class members necessary to both
21 identify and contact class members. Within thirty (30) days of the Court’s grant of
22 the Preliminary Approval of this settlement, the City and County shall provide, to
23 the extent that such information has not already been provided, any such additional
24 information in its possession, including unredacted copies of all arrest reports. Such
25 information shall be confidential, and may not be disclosed to anyone except
26 counsel of record, retained consultants and designated representatives of the Parties.

27 26. The Allocation and Distribution Plan formula for distribution of the
28 administer the class fund.

1 Class Fund after payment of the costs as described in ¶ 23 is:

- 2 a. Each class member who files a timely, valid claim shall be one point.
3 (In some cases, allocation of points has varied among class members
4 based on several factors; in this case, all plaintiffs are being treated
5 equally as all were arrested (plaintiffs contend unlawfully) and
6 released (plaintiffs contend later than should have occurred) within 24
7 hours.
- 8 b. The three Class Representative Plaintiffs shall each be allocated a
9 \$5000 Incentive Payment and will also receive his/her share of the
10 Class Fund as a class member).
- 11 c. Once the allowed costs and incentive awards are paid, the remainder of
12 the Class Fund (\$200,000) shall be divided equally among class
13 members who filed timely claims.

14 27. The Law Office of Carol Sobel shall have sole responsibility for
15 distribution of the Class Fund to class members, in a manner approved by the
16 Court.

17 28. If the settlement is not approved or otherwise does not occur, the case
18 proceeds to trial and judgment, and the plaintiffs are successful, plaintiffs shall seek
19 as awardable costs under any available legal theory class administration costs
20 incurred in the course of this settlement process, and any future or additional class
21 administration funds incurred in connection with the case (as well as any other
22 costs the plaintiffs deem appropriate).

23 29. To the extent that timely, valid claims are filed, but the checks issued
24 pursuant to such claims are not cashed, the funds for that person shall be held by
25 the Client Trust Account of the Law Office of Carol Sobel for one year, after which
26 it will it will be donated to _____ (the designated *cy pres* organization).

27 **V. EFFECT OF SETTLEMENT AGREEMENT FOR DAMAGES**

28 30. This Settlement Agreement is subject to and conditioned on a Fairness

1 Hearing conducted by the Court, the Court's final approval of this Settlement
2 Agreement, and entry of the Consent Judgment. The Consent Judgment shall be
3 deemed final only on the Effective Date of the settlement (as previously defined).
4 Once final, the Consent Judgment shall be a judgment of this Court, binding and
5 enforceable in accordance with the terms of this Settlement Agreement and
6 applicable law. Subject to any continuing rights of Opt-Outs, the Consent Judgment
7 shall:

8 A. Dismiss with prejudice, in the above-captioned case, of all
9 claims for damages (class and individual) or other relief against any and all
10 Defendants or other Released Persons, each party therein to bear all its own
11 costs and attorney's fees except as otherwise expressly provided for in this
12 Settlement Agreement;

13 B. Enjoin all Class Members and Unrepresented Class Members
14 (other than opt-outs) from asserting against any Defendant or other Released
15 Person any and all claims for damages or other relief which any such class
16 member had, has, or may have in the future in any way arising out of the
17 facts alleged, or in any way related to the claims for relief pleaded, in the
18 Complaint, which are fully incorporated herein by reference;

19 C. Release each Defendant and other Released Person from all
20 claims for damages or other relief which any Named Plaintiff or Class
21 Member (other than opt-outs) had, has, or may have in the future, against
22 such Defendant or other Released Person in any way arising out of the facts
23 alleged, or in any way related to the claims for relief pleaded in the
24 Complaint;

25 D. Determine that this Settlement Agreement is entered into in
26 good faith, is reasonable, fair and adequate, and in the best interest of all the
27 class members; and

28 E. Reserve the Court's continuing jurisdiction over the parties to
this Settlement Agreement, including Defendants, Named Plaintiffs and

1 Class Members, to administer, supervise, construe and enforce the
2 Settlement Agreement and/or Consent Judgment in accordance with their
3 terms for the benefit of all parties.

4 31. The parties will take all necessary and appropriate steps to obtain
5 preliminary and final approvals of the Settlement Agreement, and dismissal of the
6 Case with prejudice at the time the Court enters its Consent Judgment, all parties
7 bearing all their own attorney's fees and costs unless otherwise expressly provided
8 in this Settlement Agreement. If the Consent Judgment is entered and there is an
9 appeal therefrom by an objector, the City and Plaintiffs will jointly defend the
10 appeal, each at their own expense.

11 32. The Consent Judgment that this Settlement Agreement contemplates
12 resolves in full as of the Effective Date all claims for relief, actions, causes of
13 action, or allegations of any kind that in any way arise from or relate to the Matters
14 Alleged in the Lawsuit, against any or all of the Defendants and other Released
15 Persons by any and all of the Named Plaintiffs and Class Members, whether based
16 upon any federal, state or local law, law of any foreign nation, regulation, duty,
17 obligation, promise, ordinance or any other legal rule. As of the Effective Date, all
18 the Named Plaintiffs and Class Members (other than opt-outs) waive all rights to
19 any and all claims for relief, actions or causes of action in any way arising from or
20 related to the Matters Alleged in the Lawsuit against any and all of the Defendants
21 and other Released Parties, whether based upon any federal, state or local law, law
22 of any foreign nation, regulation, duty, or obligation, promise, ordinance or any
23 other legal rule.

24 33. As of the Effective Date, the Named Plaintiffs and Class Members
25 (other than opt-outs), and all their agents, attorneys and assigns, on the one hand,
26 and the Defendants and all of their agents, attorneys and assigns, on the other,
27 hereby waive and release one another from any and all claims or rights to pursue,
28 initiate, prosecute, or commence any action or proceeding against one another
before any court, administrative agency or other tribunal, or to file against one

1 another any complaint regarding acts or omissions with respect to any Matters
2 Alleged in the Lawsuit, including but not limited to any claims of malicious
3 prosecution or abuse of process; and further, as it relates to this mutual waiver and
4 release, expressly waive the provisions of California Civil Code Section 1542,
5 which provides that

6 “a general release does not extend to claims which the creditor does not
7 know or suspect to exist in his or her favor at the time of executing the
8 release, which if known by him or her must have materially affected his or
9 her settlement with the debtor.”

10 34. Upon Entry of the Consent Judgment, each Named Plaintiffs and Class
11 Members (other than opt-outs) shall be deemed to have consented to the jurisdiction
12 of the Court. Nothing in this paragraph is intended to negate any prior or other
13 consent to this Court’s jurisdiction by any Named Plaintiffs and Class Members or
14 other person.

15 **VI. CLASS COUNSEL FEES**

16 35. Plaintiffs’ counsel has incurred significantly more attorney fees than
17 the amount of fees agreed to be awarded (\$484,290 inclusive of \$7488.07 in
18 litigation costs to date beyond the expert and mediation costs included in the Class
19 Fund). The parties agree that \$484,290 in fees and costs is the sole and total fees
20 and costs to be awarded to Plaintiffs’ counsel. This fee is subject to approval by the
21 court as statutory fees and costs to be awarded under 42 U.S.C. § 1988 and Civil
22 Code § 52.1(h). Defendants agree that Plaintiffs are the prevailing party under the
23 foregoing statutes for a motion pursuant to this settlement and further agree that
24 \$476,801.93 (the portion of the fees and costs constituting fees) is substantially
25 discounted below the amounts that Plaintiffs would have sought in an attorney’s fee
26 motion as the prevailing parties in a contested motion. Plaintiffs’ motion for
27 attorney’s fees will include the full amount of fees and costs that would be available
28 without the limitation of this agreement, but it is agreed that in no event will more
than \$484,290 in fees and costs be awarded.

1 **VII. CLASS NOTIFICATION AND CLAIMS ADMINISTRATION**

2 36. Class notice will be based on the paper and electronic records of the
3 City identifying those arrested on November 26, 2014, including information that
4 would allow a determination of where they were arrested, how long they were in
5 custody, their bail status, and other relevant information for determining class and
6 sub-class members. In addition, information gathered by Class Counsel shall be
7 used.

8 37. All Class Notices shall include a Proof of Claim Form to be used in
9 connection with any claims made against the Class Fund. (See Exhibit B.) The
10 Proof of Claim Form shall be substantially in the form reflected in Exhibit B, and
11 shall be made under penalty of perjury.

12 38. The Law Office of Carol Sobel shall administer the settlement. In lieu
13 of publishing a summary Class Notice in local newspapers as a form of reaching
14 class members who do not receive mailed notice (experience has shown published
15 notice does not effectively reach class members), email addresses will be searched
16 and gathered to the extent reasonably possible and cost effective. It is class
17 counsels' understanding that a significant number of the class members established
18 a closed list serve, to which the Class Representatives have access for the purpose
19 of distributing the Class Notice. Given the relatively small size of the class (130
20 people), other potential cost-effective means of outreach (e.g., through
21 organizations involved in organizing the protest) will be explored. The parties
22 recognize and agree that, in this case, the most effective communication is by mail
23 and email to the best known addresses of Class Members.

24 39. Except for publication of summary Class Notice, the sole class
25 administration responsibilities shall be (a) to process and pay class claims, (b) to
26 process Class Members' objections and requests for exclusion, (c) to file such
27 attestations or reports provided by this settlement agreement or required by the
28 Court, (d) to provide documents required by court orders to finalize the class
settlement, (e) to provide the accountings, reports and notices to parties and/or

1 counsel, including the total number of Opt-Outs, pursuant to the terms of this
2 Settlement Agreement, (f) to hold and distribute the funds as provided by this
3 agreement, and (g) to perform any other tasks specified for it in this Settlement
4 Agreement.

5 40. A Proof of Claim Form shall be deemed timely submitted when
6 received by the Administrator, including by electronic transmission, or postmarked
7 for delivery to the Administrator, on or before the Claim Cut-Off Date, or such later
8 date as the Court may order at the Final Approval Hearing.

9 41. A Class Member's objection to or request for exclusion from the
10 settlement shall be deemed timely submitted if received by the Administrator,
11 including by electronic transmission, or postmarked for delivery to the
12 Administrator, on or before the Bar Date.

13 42. The Law Office of Carol Sobel will prepare a list of all rejected
14 claims, with the reasons for rejection, and maintain the list in its case file.

15 **VIII. EXCLUSION FROM SETTLEMENT CLASS: OPT-OUTS**

16 43. Any Class Member who wishes to be excluded from the terms of this
17 Settlement Agreement must submit a request for exclusion by the Bar Date. The
18 request for exclusion must be delivered to the Administrator, or postmarked for
19 delivery to the Administrator, on or before the Bar Date.

20 44. Each Class Member who requests exclusion from, or objects to, this
21 settlement shall be deemed to have consented to the jurisdiction of the Court with
22 respect to his/her claim, if any.

23 45. Any Class Member who does not request exclusion from the
24 settlement as set forth in this Settlement Agreement shall conclusively be deemed
25 to be bound by the Settlement Agreement and Consent Judgment, including all
26 release provisions, as well as by all subsequent proceedings, orders and judgments
27 herein.

28 46. Any Class Member who becomes an Opt-Out shall not share in any
monetary benefits provided by this Settlement Agreement.

1 47. The Law Office of Carol Sobel will report in writing, via electronic
2 mail, to counsel for the Defendants the names of, and total number of, all Opt-Outs
3 no later than 10 days after the Bar Date. If the total number of Opt-Outs exceeds
4 three (3), or if any Named Plaintiff opts out, the City, in its sole discretion, may
5 rescind this Settlement Agreement. In exercising this right of rescission, the City
6 shall provide written notice of rescission within 20 days after receipt of the
7 Administrator's report providing the total number of Opt-Outs.

8 48. If there are opt-outs, and the City does not rescind, that Opt-Out shall
9 be considered to have submitted a claim and counted for tallying the points, and the
10 amount that would have been due that Opt-Out shall be held in the Client Trust
11 Account of the Law Office of Carol Sobel. If the Opt-Out files his/her own lawsuit
12 within one year, that Opt-Out money shall be paid to the City; if not, those funds
13 will go to the *cy pres* organization designated in ¶ 30.

14 49. The Law Office of Carol Sobel shall maintain copies of all Opt-Out
15 forms and data. If the Defendants do not rescind pursuant to the preceding
16 paragraphs, and one or more Opt-Outs sue upon Matters Alleged in the Lawsuit,
17 any of the Defendants may inquire of the Law Office of Carol Sobel for identifying
18 information, not previously provided, reasonably necessary to determine whether
19 the individual suing opted out of the settlement.

20 50. At the conclusion of the distribution of payments to all claimants, the
21 Law Office of Carol Sobel shall file a report with the Court attesting to the
22 distribution of funds as provided by this Agreement.

23 **IX. INTEGRATION**

24 51. This Settlement Agreement, together with all exhibits and other
25 documents expressly incorporated herein by reference, supersedes all prior and
26 contemporaneous written or oral agreements and understandings between or among
27 the signatories hereto or their representatives, agents or principals regarding the
28 matters contained herein. As such, this Settlement Agreement is an integrated
agreement and contains the entire agreement regarding the matters herein, and no

1 representations, warranties or promises have been made or relied on by any of the
2 signatories hereto, or by their representatives, agents or principals, other than as set
3 forth herein. This Settlement Agreement was drafted by counsel for the parties
4 hereto, and there shall be no presumption or construction against any party.

5 52. Should the Court change any material terms of this Settlement
6 Agreement (which shall expressly include the total settlement amount and other
7 payment terms, conditions and amounts; dismissals and releases; and rescissionary
8 rights specified in different parts of this Settlement Agreement), or the proposed
9 Consent Judgment attached as Exhibit C, any Defendant or Plaintiff shall each have
10 the right of rescission, the case will return to active litigation status, and all releases
11 shall be withdrawn.

12 **X. FAIRNESS HEARING AND FINAL ORDER OF APPROVAL**

13 53. Before this Settlement Agreement becomes final and binding on the
14 parties, the Court shall hold a Fairness Hearing to determine whether to enter the
15 Consent Judgment.

16 54. The Fairness Hearing will consider objections to the settlement, if any.
17 In order for a party to be heard and argue at the Fairness hearing, the objector must
18 have timely filed his/her objection and file a notice with the court (and copies to the
19 lawyers) that s/he intends to appear to be heard on his/her objection within 28 days
20 before the Final Approval hearing.

21 **XI. CAFA NOTICE OF SETTLEMENT**

22 55. Defendants will provide notice to the appropriate state and federal
23 officials within 10 days of the filing of the motion for preliminary approval of the
24 settlement pursuant to the provisions of 28 U.S.C.A. § 1715.

25 **XIV. EXECUTION IN COUNTERPARTS; FACSIMILE SIGNATURES**

26 56. This Settlement Agreement may be signed in counterparts which,
27 when taken together, shall constitute a single, executed agreement. Facsimile
28 signatures shall have the same force and effect as originals.

1
2 DATED: July 12, 2019

3 By:


Barrett S. Litt

4 Class Counsel and Attorney for Plaintiffs

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8 DATED:

9 By:

Attorney for City Defendants

1 DATED: _____
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By: _____
Barrett S. Litt
Class Counsel and Attorney for Plaintiffs

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By: 

Attorney for City Defendants

LIST OF EXHIBITS TO SETTLEMENT AGREEMENT

Exhibit B Class Notice and

Exhibit C Proof of Claim & Release Form (Draft)